

# **EXHIBIT A**

**THE STATE OF NEW HAMPSHIRE  
JUDICIAL BRANCH  
SUPERIOR COURT**

Hillsborough Superior Court Southern District  
30 Spring Street  
Nashua NH 03060

Telephone: 1-855-212-1234  
TTY/TDD Relay: (800) 735-2964  
<http://www.courts.state.nh.us>

**SUMMONS IN A CIVIL ACTION**



Case Name: **New Angle LLC v IQAir North America, Inc.**  
Case Number: **226-2022-CV-00084**

Date Complaint Filed: March 07, 2022

A Complaint has been filed against IQAir North America, Inc. in this Court. A copy of the Complaint is attached.

**The Court ORDERS that ON OR BEFORE:**

April 25, 2022	New Angle LLC shall have this Summons and the attached Complaint served upon IQAir North America, Inc. by in hand or by leaving a copy at his/her abode, or by such other service as is allowed by law.
May 16, 2022	New Angle LLC shall electronically file the return(s) of service with this Court. Failure to do so may result in this action being dismissed without further notice.
30 days after Defendant is served	IQAir North America, Inc. must electronically file an Appearance and Answer or other responsive pleading form with this Court. A copy of the Appearance and Answer or other responsive pleading must be sent electronically to the party/parties listed below.

**Notice to IQAir North America, Inc.:** If you do not comply with these requirements you will be considered in default and the Court may issue orders that affect you without your input.

Send copies to:

Cooley Ann Arroyo, ESQ

IQAir North America, Inc.

Cleveland Waters and Bass PA Two Capital Plaza 5th Floor PO  
Box 1137 Concord NH 03302-1137

14351 Firestone Boulevard La Mirada CA 90638

**BY ORDER OF THE COURT**

March 11, 2022

Amy M. Feliciano  
Clerk of Court

(1082)

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**NEW ANGLE LLC  
INSTRUCTIONS FOR SERVICE  
BY THE SHERIFF'S DEPARTMENT**

Case Name: **New Angle LLC v IQAir North America, Inc.**  
Case Number: **226-2022-CV-00084**

**Instructions for: New Angle LLC**

The attached Summons must be sent to the Sheriff's Department for service. Service must be completed on or before **April 25, 2022**.

**Further action is required by you**

**You must:**

- **Print two copies of the Summons per defendant**
- **Print two copies of the Notice to Defendant per defendant**
- **Print two copies of the Complaint filed with the Court per defendant**
- **Make two packets for service. Each packet should contain:**
  - **One Summons**
  - **Once Notice for Defendant**
  - **One Complaint filed with the Court**
- **Mail or hand deliver the packets to the Sheriff's Department in the county where each defendant resides.**

**Sheriff Departments in New Hampshire:**

[Belknap County Sheriff's Department:](#)

[Carroll County Sheriff's Department:](#)

[Cheshire County Sheriff's Department:](#)

[Coos County Sheriff's Department:](#)

[Grafton County Sheriff's Department:](#)

[Hillsborough County Sheriff's Department:](#)

[Merrimack County Sheriff's Department:](#)

[Rockingham County Sheriff's Department:](#)

[Strafford County Sheriff's Department:](#)

[Sullivan County Sheriff's Department:](#)

**\*If one or more of the parties resides out of state, please click [here](#) for the requirements\***

Service must be made upon the defendant before **April 25, 2022**.

If the Sheriff is unable to complete service by **April 25, 2022** you will receive a "Notice of Incomplete Service" from the Sheriff's Department. You may request that new paperwork be issued by electronically filing a Request for Documents. There is a fee for this request.

The Sheriff will mail the 'Return of Service' to you. You **MUST** electronically file the 'Return of Service' with the court by May 16, 2022.

**If service is not made as directed, no further action will occur and the case may be dismissed by the court.**

## Important Service Information for Sheriff

Do not file this with the court

Provide this information to the Sheriff's Department.

See Instructions for Service for more information.

**PLEASE PRINT CLEARLY**

Date: \_\_\_\_\_

Case #: \_\_\_\_\_

**Who are you requesting to be served?**

Please provide whatever information you know

Name: \_\_\_\_\_

Address for service (no P.O. boxes):

\_\_\_\_\_ APT #: \_\_\_\_\_

\_\_\_\_\_

Home phone #: \_\_\_\_\_ Cell phone #: \_\_\_\_\_

Sex: ☐ Male ☐ Female Race: \_\_\_\_\_

Last 4 digits of SS#: xxx-xx- \_\_\_\_\_ D.O.B. \_\_\_\_\_

Work name & address:

\_\_\_\_\_

Special instructions for service (i.e. directions, best time to serve, cautions, etc.):

\_\_\_\_\_

Vehicle description/license plate:

\_\_\_\_\_

**Your Information:**

Name (please print): \_\_\_\_\_

Residential address:

\_\_\_\_\_

\_\_\_\_\_

Mailing address:

\_\_\_\_\_

\_\_\_\_\_

Phone number to contact you during business hours:

\_\_\_\_\_ Alternate #: \_\_\_\_\_

\_\_\_\_\_  
Signature

◆IN-HAND SERVICE WILL INCUR EXTRA COSTS DUE TO ADDITIONAL TRAVEL◆

**SHERIFF OFFICE USE ONLY: (This will vary by Sheriff's Office)**

Fees Paid: \$ _____	Cash #: _____	Check#: _____
Id#: _____	Waiver: _____	Money Order#: _____
Sheriff File # _____	Authorization #: _____	Credit Card: _____

Instructions for filing the Return of Service:

If you are working with an attorney, they will guide you on the next steps. If you are going to represent yourself in this action, go to the court's website: [www.courts.state.nh.us](http://www.courts.state.nh.us), select the Electronic Services icon and then select the option for a self-represented party.

1. Select "I am filing into an existing case". Enter 226-2022-CV-00084 and click Next.
2. When you find the case, click on the link follow the instructions on the screen. On the "What would you like to file?" screen, select "File Other Document" and choose "Return of Service".
3. Scan the Return of Service packet and follow the instructions in the electronic filing program to upload the Return of Service to complete your filing.
4. If the sheriff was unable to serve the paperwork, you can request new paperwork by filing a Request for Documents. On the "What would you like to file?" screen, select "File Other Document" and choose "Request for Reissued Summons" from the menu and upload the Request for Documents form.

**FAILURE TO FILE THESE DOCUMENTS MAY RESULT IN YOUR CASE BEING DISMISSED.**

March 11, 2022  
Date

Amy M. Feliciano  
Clerk of Court

You can access documents electronically filed through our Case Access Portal by going to <https://odypa.nhecourt.us/portal> and following the instructions in the User Guide. In that process you will register, validate your email, request access and approval to view your case. After your information is validated by the court, you will be able to view case information and documents filed in your case.

**THE STATE OF NEW HAMPSHIRE  
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**NOTICE TO DEFENDANT**

Case Name: **New Angle LLC v IQAir North America, Inc.**  
Case Number: **226-2022-CV-00084**

You have been served with a Complaint which serves as notice that this legal action has been filed against you in the **Hillsborough Superior Court Southern District**. Review the Complaint to see the basis for the Plaintiff's claim.

Each Defendant is required to electronically file an Appearance and Answer 30 days after service. You may register and respond on any private or public computer. For your convenience, there is also a computer available in the courthouse lobby.

If you are working with an attorney, they will guide you on the next steps. If you are going to represent yourself in this action, go to the court's website: [www.courts.state.nh.us](http://www.courts.state.nh.us), select the Electronic Services icon and then select the option for a self-represented party.

1. Complete the registration/log in process. Click Register and follow the prompts.
2. After you register, click Start Now. Select **Hillsborough Superior Court Southern District** as the location.
3. Select "I am filing into an existing case". Enter **226-2022-CV-00084** and click Next.
4. When you find the case, click on the link and follow the instructions on the screen. On the "What would you like to file?" screen, select "File a Response to Civil Complaint". Follow the instructions to complete your filing.
5. Review your Response before submitting it to the court.

**IMPORTANT:** After receiving your response and other filings the court will send notifications and court orders electronically to the email address you provide.

A person who is filing or defending against a Civil Complaint will want to be familiar with the Rules of the Superior Court, which are available on the court's website: [www.courts.state.nh.us](http://www.courts.state.nh.us).

Once you have registered and responded to the summons, you can access documents electronically filed by going to <https://odypa.nhecourt.us/portal> and following the instructions in the User Guide. In that process you will register, validate your email, request access and approval to view your case. After your information is validated by the court, you will be able to view case information and documents filed in your case.

If you have questions regarding this process, please contact the court at 1-855-212-1234.



STATE OF NEW HAMPSHIRE  
HILLSBOROUGH, SS.  
SOUTHERN DISTRICT

SUPERIOR COURT

NEW ANGLE LLC

v.

Docket # 226-2022-CV-00084

IQAIR NORTH AMERICA, INC.

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff, New Angle LLC, by and through its attorneys, Cleveland, Waters and Bass, P.A., complains against defendant, IQAir North America, Inc., and demands a trial by jury.

In support of this complaint, plaintiff alleges and claims as follows:

**Parties**

1. Plaintiff, New Angle LLC (“New Angle”), is a New Hampshire limited liability company with a principal office located at 17F Clinton Drive in Hollis, New Hampshire.

2. Defendant, IQAir North America, Inc. (“IQAir”), is a California corporation with a principal place of business at 14351 Firestone Boulevard, La Mirada, California 90638.

**Jurisdiction and Venue**

3. Pursuant to RSA 491:7, this court has subject matter jurisdiction over this matter.

4. The court has personal jurisdiction over IQAir pursuant to RSA 510:4 because, among other things, IQAir engages in regular business in New Hampshire, it sells its products to New Hampshire residents, its anti-competitive conduct has harmed all internet consumers, including those in New Hampshire, and its wrongful acts have been directed specifically at and have harmed – and continue to harm – plaintiff whose principal place of business is in New Hampshire.

5. Pursuant to RSA 507:9, the Hillsborough South Superior Court is proper venue for this action because New Angle is located in southern Hillsborough County.

**Factual Background**

6. New Angle is a New Hampshire limited liability company that develops and sells eco-friendly air filters that are compatible with name brand air purifiers, humidifiers, and deodorizers. New Angle's products are commonly referred to as "after-market" or replacement products, as they are developed and intended to be utilized with products produced and sold by other manufacturers.

7. New Angle is the owner of common law trademark rights in and to the mark "NATURAL BREEZE." This ownership is manifest by the long history of its use by New Angle in connection with, among other things, air filters, as well as by U.S. Trademark Application Serial No. 90623763 for "NATURAL BREEZE."

8. IQAir is the North American affiliate of ICLEEN Entwicklungs-und Vertriebsanstalt für Umweltprodukte ("ICLEEN"), a German business entity. IQAir manufactures and distributes air purification and filtration products. It sells products throughout the United States and the rest of the world, including to New Hampshire customers.

9. ICLEEN owns the following registered trademarks that are used in connection with air purifying units and air filters:

- a. IQAIR (Application Serial Nos. 90453577, 88265565, 87790791 and Registration Nos. 5692433 and 3343313)
- b. HYPERHEPA (Registration No. 2434741)
- c. HEALTHPRO (Registration No. 2481422)
- d. V5-CELL (Registration No. 6198881)



10. IQAir is the owner of the unregistered mark PREMAX, which is used in connection with air purifying units and air filters.

11. IQAIR, HYPERHEPA, HEALTHPRO, V5-CELL, and PREMAX are referred to collectively as the “Marks.”

12. IQAir is licensed to use and enforce the Marks in the United States.

13. IQAir does not have patent protection on the Marks.

14. Among New Angle’s product offerings are after-market products that are designed to be “compatible with” or “replacements for” IQAir equipment. Each New Angle product identifies the IQAir product with which it is compatible and utilizes one or more of the Marks for that purpose. For example, one product is titled “Natural-Breeze Filter Replacement Compatible with IQAIR® PREMAX® Filter for HEALTHPRO® Plus Air Purifiers.” The use of the Marks on after-market products is necessary to alert the consumer to which of those products are compatible with the IQAir product the consumer owns.

15. New Angle’s after-market products that are designed to be compatible with IQAir equipment are sold with the following disclaimer: “Disclaimer: IQAir, PREMAX, HEALTHPRO, HYPERHEPA, V-5 CELL are registered trademarks of ICLEEN and are used to show compatibility only. Natural-Breeze is not endorsed, associated, [or] affiliated with ICLEEN. Please check your manufacturer’s warranty with regard to the use of non-OEM<sup>1</sup> parts.”

16. New Angle markets and sells products on its website, [www.mynaturalbreeze.com](http://www.mynaturalbreeze.com), and also on Amazon.com (“Amazon”) and eBay.com (“eBay”).

17. Selling products on Amazon and eBay permits a seller to reach a global base of online consumers. New Angle pays a fee to Amazon and eBay in exchange for the ability to sell

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<sup>1</sup> “OEM” means “original equipment manufacturer.”

products on those sites. Amazon has over 300 million active users, and eBay has approximately 159 million active buyers. Amazon is often the first site searched by consumers seeking a specific product, so its customer base is particularly valuable to sellers like New Angle.

18. IQAir also sells products on Amazon.

19. IQAir has maliciously, wantonly, improperly, and unlawfully interfered with New Angle's right to use the Marks in describing its after-market products, which in turn has prevented New Angle from advertising and marketing its products to millions of prospective consumers on Amazon and eBay.

20. IQAir regularly searches the internet to identify sellers like New Angle utilizing the Marks in connection with the sale of after-market products. It utilizes email addresses like "brandprotection@mm-iqair.com" to report alleged misuse of the Marks, and its attorney searches the internet for products that are marketed as compatible with IQAir's products and regularly and habitually takes steps to prevent IQAir's competitors from marketing compatible components.

21. IQAir challenged New Angle's use of the Marks in a persistent campaign to impede New Angle from utilizing the Marks in any fashion to advertise its after-market products, thus eliminating the competition posed by New Angle products.

22. IQAir has attacked New Angle listings with complaints to the online retailer only seven to ten days after they were live on Amazon or eBay.

23. IQAir wantonly and maliciously submitted baseless complaints to Amazon and eBay accusing New Angle of improperly utilizing the Marks. In accordance with their seller policies, and as a result of IQAir's complaints, Amazon and eBay then removed the product

listings mentioned in each of IQAir's complaints and also imposed additional penalties in New Angle's seller accounts, including temporary periods of account suspension.

24. Amazon and eBay removed these products even when they complied with the online retailers' policies for naming after-market products. Amazon and eBay would not have removed these products but for IQAir's wrongful complaints to the online retailers. Amazon and eBay do not adjudicate the merits of a claim of infringement; instead they take the assertion of infringement as true and suspend marketing of the allegedly infringing product. The suspended seller must take legal action to restore its right to sell on these platforms, making meritless claims of infringement an inexpensive and effective way to stifle competition.

25. Despite New Angle's good faith efforts to resolve its dispute with IQAir, IQAir persisted in submitting baseless complaints to Amazon and eBay to the detriment of New Angle and its business, and effectively forced New Angle from nearly all of the internet marketplace for products compatible with IQAir equipment.

26. In addition to its complaints to Amazon and eBay, IQAir persists in submitting baseless and threatening complaints to New Angle via its website challenging New Angle's use of the Marks. In its most recent complaint on November 22, 2021, IQAir demanded a "list identifying all retail and internet locations where IQAIR and HEALTHPRO branded products have been sold and to whom these products have been sold, including all internet online marketplace websites." This is an attempt to identify other online marketplaces where IQAir can seek to prevent New Angle from competing with IQAir in the sale of compatible components.

27. IQAir has threatened to initiate litigation against New Angle over its use of the Marks.

***eBay Complaints***

28. eBay permits sellers to use the phrases “compatible with,” “fits,” or “for” before a brand name in a product listing “if the item described is specifically designed to be compatible with the products of that brand.”

29. New Angle complied with eBay’s policy for naming products when it employed the Marks in product listings because New Angle’s products are specifically designed to be compatible with IQAir equipment.

30. Despite this policy, IQAir submitted complaints to eBay concerning New Angle’s use of the Marks, when in fact those product listings complied with eBay’s rules for employing brand names in product listings. As a result of those complaints submitted by IQAir, eBay took action to remove certain New Angle product listings and impose restrictions on New Angle’s seller account.

31. IQAir maliciously and wantonly submitted baseless and wrongful complaints to eBay regarding New Angle product listings on April 7, 2020; December 5, 2020; June 17, 2021; July 21, 2021; and August 20, 2021.

32. As a result of IQAir’s wrongful complaints to eBay, New Angle has been unable to list many of its products that are compatible with IQAir equipment for sale on eBay, resulting in lost profits and economic opportunities. Of the 92 weeks that have elapsed since the products compatible with IQAir equipment were launched, they were only listed on eBay for approximately 13 weeks before IQAir’s complaints resulted in the items no longer being listed for sale on that platform.

33. The IQAir complaints submitted to eBay on or around April 7, 2020 and December 5, 2020 incorrectly complained that certain New Angle product listings were “using

[IQAir's] brand name inappropriately." The products at issue were titled "3-Filter Replacement Bundle for IQAir HealthPro Plus Air Purifier NB-KIT" and "Natural-Breeze 3-Filter Bundle Compatible with IQAir HealthPro Series NB-KIT."

34. New Angle's product names complied with eBay's policy for utilizing brand names in product listings for compatible products but IQAir nonetheless submitted complaints to eBay that were harmful to New Angle's business and economic opportunities.

35. eBay's notices to New Angle concerning the April 7, 2020 and December 5, 2020 complaints indicated that the contested product listings were removed by eBay following its receipt of IQAir's complaints. eBay received the complaints from "IQAir North America/Clinix Gmbh," and directed New Angle to contact "takedown\_iqair@pointerbp.nl" to address the substance of the complaints.

36. As a result of the April 7, 2020 complaint, eBay imposed a three-day restriction on New Angle's account that hid all of its product listings from eBay search results. The notice from eBay indicated that this restriction period would terminate automatically three days after the date of the April 7, 2020 notice. Accordingly, New Angle was unable to market or sell any products to eBay consumers during the three-day suspension period, including products that are not compatible with IQAir equipment. This resulted in lost sales and economic opportunities.

37. IQAir submitted two more complaints to eBay on or around June 17, 2021, and July 21, 2021 complaining that certain New Angle listings were "offering a counterfeit item" for sale, and "[u]nauthorized copies or counterfeits are illegal and not allowed on eBay." The products at issue were titled "Natural-Breeze Gas & Odor Filter Replacement for IQAir V-5 Cell Filter-NB125" and "Natural-Breeze Filter Replacement Compatible with IQAIR® V5-CELL® Gas & Odor 125."

38. IQAir knew that New Angle's products are intended to be compatible with IQAir equipment and are not "copies" or "counterfeits" but nonetheless submitted complaints to eBay that were harmful to New Angle's business and economic opportunities.

39. New Angle does not sell counterfeits or copies of IQAir products.

40. eBay's notices to New Angle concerning the June 17, 2021 and July 21, 2021 complaints indicated that the contested product listings were removed by eBay following its receipt of IQAir's complaints. The notices further stated that "[u]nauthorized copies or counterfeits are illegal and not allowed on eBay." eBay received the complaints from "IQAir North America - Clinix GmbH" and directed New Angle to contact "melinda.michalerya@iqair.com" to address the substance of the complaints.

41. As a result of the July 21, 2021 complaint, eBay imposed a three-day restriction on New Angle's account that hid all of its product listings from eBay search results. New Angle was unable to market or sell any products to eBay consumers during the three-day restriction period, including products that are not compatible with IQAir equipment. This resulted in lost sales and economic opportunities.

42. The New Angle products removed from eBay as a result of IQAir's wrongful and inaccurate complaints should not have been delisted, and IQAir should not have submitted those complaints in the first place, as the product listings complied with eBay's policy for naming and describing after-market products.

43. The August 20, 2021 complaint accused New Angle of "using [IQAir's] copyrighted images without their permission." The listing for "Natural-Breeze True HEPA Filter Replacement for IQAir PreMax Filter – NB123" was then removed by eBay following IQAir's complaint on or around August 20, 2021.



44. eBay received the August 20, 2021 complaint from “IQAir North America - Clinix GmbH” and directed New Angle to contact “melinda.michalerya@iqair.com” to address the substance of the complaint.

45. Because IQAir submitted the August 20, 2021 copyright complaint, eBay imposed a seven-day restriction on New Angle’s account that hid all of its product listings from eBay search results. The notice from eBay indicated that this restriction period would terminate automatically seven days after the date of the August 20, 2021 notice. New Angle was unable to market or sell any products to eBay consumers during the seven-day restriction period, including products that are not compatible with IQAir equipment. This resulted in lost sales and economic opportunities.

46. New Angle never utilized an image copyrighted by IQAir on New Angle merchandising or advertising.

47. eBay requires a seller to contact the rights owner if a “mistake has been made” concerning a complaint about a product. If the rights holder approves the seller’s appeal, the rights holder must contact eBay directly to reinstate the contested product listings.

48. Although counsel for IQAir and New Angle have discussed New Angle’s use of the Marks in correspondence over a months-long period, IQAir has not cooperated with New Angle to resolve the dispute about the use of the Marks on New Angle’s after-market products and persisted in submitting baseless complaints to online retailers.

49. eBay employs a series of escalating penalties for intellectual property violations. In its notice of the August 20, 2021 complaint from IQAir, eBay stated that a subsequent complaint for violating its “VeRO Unauthorized Listing Policy” would result in a 10-day

restriction on New Angle's account. A subsequent complaint after that could result in an extended suspension or termination of New Angle's seller account on eBay.

50. Because New Angle could not rely on IQAir to stop submitting wrongful and harmful complaints to eBay about the use of Marks in New Angle's after-market products, New Angle discontinued its eBay listings for after-market products compatible with IQAir equipment on August 31, 2021, as New Angle was concerned that continued complaints from IQAir would result in the termination of New Angle's seller account on eBay. New Angle has lost revenue, prospective sales, and economic opportunities arising from sales on eBay as a result of IQAir's actions.

51. New Angle conservatively estimates that it has lost more than \$36,000.00 in profits on eBay for the products compatible with IQAir equipment as the result of IQAir's wrongful actions.

52. New Angle only discontinued its eBay listings for after-market products compatible with IQAir equipment because of IQAir's aggressive, wrongful, and unnecessary actions in complaining to eBay about New Angle products, which resulted in the imposition of temporary suspensions of New Angle's seller account on eBay. Further complaints by IQAir could have terminated New Angle's ability to utilize eBay for sales of *all* products, not just those compatible with IQAir equipment, and thus New Angle did not relist its products that are compatible with IQAir equipment on eBay to avoid losing its access to this important sales platform.

#### *Amazon Complaints*

53. Amazon permits sellers to use phrases clarifying that a product is compatible with a brand-name product and that the product was not produced by another brand name. Amazon

provides the following examples of “acceptable terms” for describing such items in a product listing: “Cable for charging AmazonBasics speaker,” “Wireless speaker for laptop, compatible with Amazon Basics,” and “Basic cable works with Pinzon.”

54. New Angle complied with Amazon’s policy for naming products when it utilized the Marks in product listings because New Angle’s products are specifically designed to be compatible with IQAir equipment.

55. Despite this policy permitting the use of brand names in after-market product listings, IQAir submitted complaints to Amazon concerning New Angle’s use of the Marks, when in fact those product listings complied with Amazon’s rules for employing brand names in product listings.

56. IQAir submitted complaints to Amazon regarding New Angle product listings on June 9, 2020; June 11, 2020; January 5, 2021; and January 28, 2021.

57. As a result of IQAir’s wrongful complaints to Amazon, New Angle has been unable to list its products that are compatible with IQAir equipment for sale on Amazon, resulting in lost profits and economic opportunities. This has persisted for several months following IQAir’s initial complaint to Amazon on June 9, 2020.

58. IQAir submitted two complaints to Amazon on or around June 9, 2020, and June 11, 2020 incorrectly complaining that certain New Angle product listings infringed on trademarked terms “in a way that might lead [the] product to be confused with a different trademarked product.” The products at issue were titled “Natural-Breeze IQAir HealthPro V5-Cell Gas & Odor Filter Replacement Compatible with HealthPro Plus Air Purifiers” and “Natural-Breeze IQAIR PreMax Medical Grade Filter Replacement Compatible with HealthPro Plus Air Purifiers.”

59. Amazon's notices to New Angle concerning the June 9, 2020, and June 11, 2020 complaints indicated that the contested product listings were removed by Amazon following its receipt of IQAir's complaints. Amazon directed New Angle to contact Dana Jamison at "dana.jamison@iqair.com" to address these complaints.

60. New Angle's product names complied with Amazon's policy for utilizing brand names in product listings for compatible products but IQAir nonetheless submitted complaints to Amazon that were harmful to New Angle's business and economic opportunities.

61. Amazon provides an e-mail address that sellers can contact if products were "removed in error," but this e-mail address to Amazon was not functioning when New Angle attempted to contact it.

62. The New Angle products removed from Amazon as a result of IQAir's complaints should not have been delisted, and IQAir should not have submitted those complaints in the first place, as the product listings complied with Amazon's policy for naming and describing after-market products.

63. Amazon also states that it may restore listings if the rights owner who reported the alleged infringement retracts the claim. Counsel for New Angle and counsel for IQAir have discussed New Angle's use of the Marks in correspondence over a months-long period, but IQAir has not cooperated with New Angle to resolve disputes about the use of the Marks on New Angle's after-market products. IQAir has not retracted any of its claims submitted to Amazon regarding New Angle after-market products.

64. IQAir submitted two more complaints to Amazon on or around January 5, 2021, and January 28, 2021 that alleged certain New Angle products are unsafe or violate Amazon's "Restricted Products" policy. In its notices to New Angle, Amazon stated that the "sale of illegal,

unsafe, or other restricted products is strictly prohibited” on Amazon. The products at issue were titled “3-Filter Bundle Replacement Compatible with IQAIR PreMax F8, V5-Cell Gas & Odor Control, HyperHEPA – Medical-Grade Air Filter” and “Natural-Breeze True HEPA Filter Replacement Compatible with IQAIR PreMax Filter F8 Pre Max 102 10 10 00.” These product listings were temporarily deactivated by Amazon pending review by the online retailer.

65. Amazon restored these product listings after completing its review. However, the listings were removed again following a subsequent complaint from IQAir.

66. The New Angle products removed from Amazon as a result of IQAir’s wrongful and inaccurate complaints on January 5, 2021, and January 28, 2021 should not have been delisted, and IQAir should not have submitted those complaints in the first place, as the products are safe and do not constitute illegal or restricted products.

67. Amazon provided an email address that sellers can contact if they believe a product was deactivated in error, but when New Angle attempted to reach that address following receipt of the January 5, 2021, and January 28, 2021 notices from Amazon, New Angle did not obtain a response.

68. Because IQAir has not cooperated with New Angle to resolve IQAir’s complaints about the Marks, New Angle has been unable to resume listing the products subject to IQAir’s various and harmful complaints to Amazon.

69. Amazon stated that further complaints about product listings could result in New Angle losing its ability to sell on Amazon. Because New Angle relies upon Amazon’s large consumer base to market and sell products, and because New Angle could not rely on IQAir to cease unreasonably and unnecessarily submitting complaints about the use of Marks in New Angle’s after-market products, New Angle discontinued its Amazon listings for after-market

products compatible with IQAir equipment on August 31, 2021. New Angle has lost revenue, prospective sales, and economic opportunities arising from sales on Amazon as a result of IQAir's actions.

70. New Angle conservatively estimates that it has lost more than \$168,000.00 in profits on Amazon for the products compatible with IQAir equipment as the result of IQAir's wrongful actions.

71. New Angle only discontinued its Amazon listings for after-market products compatible with IQAir equipment because of IQAir's aggressive and unnecessary actions in complaining to Amazon about New Angle products, as further complaints by IQAir could have terminated New Angle's ability to utilize Amazon for sales of *all* products, not just those compatible with IQAir equipment.

### **COUNT I**

72. New Angle restates and incorporates herein by reference each and every preceding paragraph as if fully set forth herein.

73. New Angle had an economic relationship with eBay's customer base.

74. eBay has an established customer base with more than 159 million members.

75. IQAir knew that New Angle advertised and sold its products on eBay.

76. By maliciously and wantonly submitting baseless complaints alleging intellectual property violations, IQAir intentionally and improperly interfered with New Angle's economic relationship with eBay's customer base.

77. IQAir complaints resulted in the removal of New Angle product listings from eBay and the temporary suspension of New Angle's seller account.



78. As a result of IQAir's complaints to eBay, and because additional complaints by IQAir could result in New Angle's seller account being limited or terminated by eBay, New Angle no longer sells certain products on that platform, resulting in lost revenue and economic opportunities.

79. The above-described conduct of the defendant was wanton, malicious, or oppressive and therefore the plaintiff is entitled to enhanced compensatory damages.

80. New Angle has been damaged by IQAir's interference with New Angle's economic relationship with eBay's customer base, sustaining damages that include lost revenue and economic opportunities in an amount within the jurisdiction of this court.

## **COUNT II**

81. New Angle restates and incorporates herein by reference each and every preceding paragraph as if fully set forth herein.

82. New Angle had an economic relationship with Amazon's customer base.

83. Amazon has an established customer base with more than 300 million active members.

84. IQAir knew that New Angle advertised and sold its products on Amazon.

85. By maliciously and wantonly submitting baseless complaints alleging intellectual property violations and safety concerns, IQAir intentionally and improperly interfered with New Angle's economic relationship with Amazon's customer base.

86. IQAir complaints resulted in the removal of New Angle product listings from Amazon.

87. As a result of IQAir's complaints to Amazon, and because additional complaints by IQAir could result in New Angle's seller account being limited or terminated by Amazon,

New Angle no longer sells certain products on that platform, resulting in lost revenue and economic opportunities.

88. The above-described conduct of the defendant was wanton, malicious, or oppressive and therefore the plaintiff is entitled to enhanced compensatory damages.

89. New Angle has been damaged by IQAir's interference with New Angle's economic relationship with Amazon's customer base, sustaining damages that include lost revenue and economic opportunities in an amount within the jurisdiction of this court.

### **COUNT III**

90. New Angle restates and incorporates herein by reference each and every preceding paragraph as if fully set forth herein.

91. IQAir made written representations to eBay about New Angle's product listings by reporting alleged trademark and intellectual property violations to eBay with knowledge of the falsity of the representations or with conscious indifference to the truth.

92. IQAir knew that the affected listings stated that the New Angle products complied with eBay's policy for utilizing trademarks by stating that the items were "compatible with" or "replacements" for IQAir products, but IQAir nonetheless reported them as trademark violations or counterfeit items.

93. IQAir maliciously and wantonly made its representations to eBay with knowledge of their falsity or with conscious indifference to their truth.

94. IQAir intended to induce eBay's reliance on those representations and to remove New Angle product listings as a result of those representations.

95. eBay justifiably relied on defendant's misrepresentations to New Angle's detriment by removing product listings and placing limitations on New Angle's seller account.

96. The above-described conduct of the defendant was wanton, malicious, or oppressive and therefore the plaintiff is entitled to enhanced compensatory damages.

97. Because eBay removed the listings at issue in IQAir's complaints, New Angle suffered damages, including lost profits and economic opportunities in an amount within the jurisdiction of this court

#### **COUNT IV**

98. New Angle restates and incorporates herein by reference each and every preceding paragraph as if fully set forth herein.

99. IQAir made written representations to Amazon about New Angle's product listings by reporting alleged intellectual property violations and safety complaints to Amazon.

100. IQAir knew that the affected listings stated that the New Angle products complied with Amazon's policy for utilizing trademarks by stating that the items were "compatible with" IQAir products, but IQAir nonetheless reported them as trademark violations or counterfeit items.

101. IQAir maliciously and wantonly made its representations to Amazon with knowledge of their falsity or with conscious indifference to their truth.

102. IQAir intended to induce Amazon to rely upon those representations and to remove New Angle product listings as a result of those representations.

103. Amazon justifiably relied on defendant's misrepresentations to New Angle's detriment.

104. The above-described conduct of the defendant was wanton, malicious, or oppressive and therefore the plaintiff is entitled to enhanced compensatory damages.

105. Because Amazon removed the listings at issue in IQAir's complaints, New Angle suffered damages, including lost profits and economic opportunities in an amount within the jurisdiction of this court.

**COUNT V**

106. New Angle restates and incorporates herein by reference each and every preceding paragraph as if fully set forth herein.

107. RSA 358-A:2 prohibits "any unfair method of competition or any unfair or deceptive act or practice in the conduct of any trade or commerce within this state."

108. Although eBay permits sellers to utilize brand names in product listings to establish their compatibility with brand name equipment, IQAir nonetheless filed repeated complaints with eBay accusing New Angle of trademark and intellectual property violations.

109. By submitting baseless complaints to eBay, IQAir intended to disrupt the competition presented by New Angle's after-market products and eliminate such products from the marketplace.

110. eBay relied on IQAir's factual misrepresentations and removed multiple New Angle listings from eBay.

111. IQAir unfairly eliminated the competition posed by New Angle's compatible products by complaining to eBay about alleged trademark and intellectual property violations, even though New Angle's product listings complied with eBay's policies for utilizing brand names in such listings.

112. New Angle sustained damages because of IQAir's unfair and deceptive practices concerning New Angle's eBay product listings, including lost profits and economic opportunities in an amount within the jurisdiction of this court.

**COUNT VI**

113. New Angle restates and incorporates herein by reference each and every preceding paragraph as if fully set forth herein.

114. RSA 358-A:2 prohibits “any unfair method of competition or any unfair or deceptive act or practice in the conduct of any trade or commerce within this state.”

115. Although Amazon permits sellers to utilize brand names in product listings to establish their compatibility with brand name equipment, IQAir nonetheless filed repeated false complaints with Amazon accusing New Angle of intellectual property violations and producing restricted or unsafe products.

116. IQAir sells products on Amazon and is presumed to know about Amazon’s policies for the listing, naming, and marketing of merchandise on that platform, including its policies about utilizing trademarks in listings for after-market products compatible with brand-name equipment.

117. By submitting baseless complaints to Amazon, IQAir intended to disrupt the competition presented by New Angle’s after-market products and eliminate such products from the marketplace.

118. Amazon relied on IQAir’s factual misrepresentations and removed multiple New Angle listings from Amazon.

119. IQAir unfairly eliminated the competition posed by New Angle’s compatible products by complaining to Amazon about alleged intellectual property violations and safety concerns, even though New Angle’s product listings complied with Amazon’s policies for utilizing brand names in such listings.

120. New Angle sustained damages because of IQAir's unfair and deceptive practices concerning New Angle's Amazon product listings, including lost profits and economic opportunities in an amount within the jurisdiction of this court.

**COUNT VII**

121. New Angle restates and incorporates herein by reference each and every preceding paragraph as if fully set forth herein.

122. IQAir failed to exercise reasonable care in publishing, without any valid privilege, false statements of fact about New Angle to third parties, including false statements communicated to Amazon and eBay via written complaints.

123. IQAir's false statements include allegations of trademark and intellectual property violations by New Angle.

124. IQAir intentionally, maliciously, and wantonly made false statements of fact to Amazon and eBay when it reported that New Angle products inappropriately utilized IQAir's intellectual property, when those product listings actually complied with Amazon and eBay policies for utilizing brand names. The false statements of fact are reflected in the notices New Angle received from eBay on April 7, 2020, December 5, 2020, and August 20, 2021. The false statements of fact are reflected in the notices New Angle received from Amazon on June 9, 2020 and June 11, 2020.

125. IQAir intentionally, maliciously, and wantonly made false statements of fact to Amazon when it complained that New Angle products are counterfeits or copies of IQAir products, when IQAir knew that the contested products were after-market products designed to be compatible with IQAir equipment. The false statements of fact are reflected in the notices New Angle received from Amazon on June 17, 2021 and July 21, 2021.



126. IQAir made false statements of fact to Amazon when it complained that New Angle products are illegal, unsafe, or restricted products, when IQAir knew that the contested products are not unsafe or illegal. The false statements of fact are reflected in the notices New Angle received from Amazon on January 5, 2021 and January 28, 2021.

127. IQAir failed to exercise reasonable care in publishing false and defamatory statements of fact, without any valid privilege.

128. These statements and the impression they create to Amazon and eBay tend to lower New Angle's reputation and harm its business interests with those online retailers.

129. IQAir acted intentionally and maliciously to harm New Angle and create the false impression that New Angle has unlawfully utilized IQAir's intellectual property in the sale of New Angle merchandise or otherwise markets unsafe products.

130. As a result of this conduct, New Angle suffered harm to its business.

131. The above-described conduct of the defendant was wanton, malicious, or oppressive and therefore the plaintiff is entitled to enhanced compensatory damages.

132. New Angle is entitled to an award of general and specific damages for the harm New Angle suffered to its business and economic opportunities as a direct result of IQAir's defamatory acts in an amount within the jurisdiction of this court.

### **COUNT VIII**

133. New Angle restates and incorporates herein by reference each and every preceding paragraph as if fully set forth herein.

134. IQAir claims that New Angle's sale of replacement parts compatible with IQAir's air filtration devices constitutes federal and common law trademark infringement and unfair

competition, and, under a threat of litigation, IQAir demanded that New Angle cease selling such replacement parts in United States commerce.

135. An actual, present, and justiciable controversy exists between New Angle and IQAir concerning New Angle's use of the Marks in connection with New Angle's sale of replacement parts compatible with IQAir's air filtration devices.

136. New Angle's products are labeled, advertised, marketed, and sold in such a manner that there is no likelihood of confusion between the respective organizations and their products.

137. New Angle seeks a declaratory ruling from this court that New Angle's use of the Marks is not likely to cause confusion as to the source, affiliation, or sponsorship of New Angle's goods with those of IQAir.

138. New Angle seeks a declaratory ruling from this court that its sale of replacement parts compatible with IQAir's air filtration devices does not constitute trademark infringement under the Lanham Act or under New Hampshire state law.

139. New Angle seeks a declaratory ruling from this court that New Angle's sale of replacement parts compatible with IQAir's air filtration devices does not constitute unfair competition under the Lanham Act or under New Hampshire state law.

140. New Angle further seeks a declaratory ruling from this court that IQAir has suffered no, and will not suffer any, damages or loss of goodwill as a result of New Angle's use of the Marks to indicate to consumers the compatibility of New Angle's goods with the devices made by IQAir.

WHEREFORE, plaintiff respectfully requests this Honorable Court:

- a. Enter an award of damages to compensate plaintiff for the acts complained of above, all within the jurisdictional limits of this court;
- b. Award the plaintiff treble damages, as contemplated by RSA ch. 358-A;
- c. Award the plaintiff enhanced compensatory damages;
- d. Declare that New Angle's use of the Marks is not likely to cause confusion between the two companies and their products;
- e. Declare that New Angle's sale of replacement parts compatible with IQAir products does not constitute trademark infringement or unfair competition under applicable state or federal law;
- f. Declare that IQAir has not and will not suffer any damages or loss of goodwill as a result of New Angle's use of the Marks to indicate to consumers the compatibility of its goods to IQAir air filtration devices;
- g. Award plaintiff its reasonable attorneys' fees and costs in accordance with New Hampshire law; and
- h. Grant plaintiff such other and further relief as equity requires.

**NEW ANGLE DEMANDS A TRIAL BY JURY ON ALL ISSUES SO TRIABLE.**

Respectfully submitted,

NEW ANGLE LLC,

By Its Attorneys,

CLEVELAND, WATERS AND BASS, P.A.

Date: 3/7/22

By: /s/ Cooley A. Arroyo

Cooley A. Arroyo, Esq. (NH Bar #265810)

[arroyoc@cwbp.com](mailto:arroyoc@cwbp.com)

Cleveland, Waters and Bass, P.A.

2 Capital Plaza, P.O. Box 1137

Concord, NH 03302-1137

(603) 224-7761

---

**From:** Nelson, Gary <GNelson@lewisroca.com>  
**Sent:** Friday, March 11, 2022 7:20 PM  
**To:** Cooley Arroyo  
**Cc:** Toomey, Colleen P.  
**Subject:** (406277-00455): New Angle LLC v IQAir  
**Attachments:** Complaint - Civil.pdf; Summons on Complaint.pdf

Cooley:

This will confirm receipt and acceptance of service of the Summons and Complaint as of today's date.

**Gary Nelson**

Partner

[gnelson@lewisroca.com](mailto:gnelson@lewisroca.com)

D. 626.683.4588

**LEWIS  ROCA**

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**From:** Cooley Arroyo <arroyoc@cwbp.com>  
**Sent:** Friday, March 11, 2022 12:48 PM  
**To:** Nelson, Gary <GNelson@lewisroca.com>  
**Cc:** Toomey, Colleen P. <CToomey@lewisroca.com>  
**Subject:** RE: (406277-00455): New Angle LLC v IQAir

[EXTERNAL]

---

Thank you for this quick response, Gary, and for accepting service on behalf of IQ Air. I've attached the filed complaint, summons, and an acceptance of service form. Please let me know if you require anything further.

Best,  
Cooley

Cooley Ann Arroyo, Esquire  
**CLEVELAND, WATERS AND BASS, P.A.**  
Two Capital Plaza, 5<sup>th</sup> Floor  
P.O. Box 1137  
Concord, NH 03302-1137  
Tel: (603) 224-7761 / (800) 370-7761, ext. 1029  
Fax: (603) 224-6457  
Email: [arroyoc@cwbp.com](mailto:arroyoc@cwbp.com)

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---

**From:** Nelson, Gary <[GNelson@lewisroca.com](mailto:GNelson@lewisroca.com)>  
**Sent:** Friday, March 11, 2022 12:20 PM  
**To:** Cooley Arroyo <[arroyoc@cwbpa.com](mailto:arroyoc@cwbpa.com)>  
**Cc:** Toomey, Colleen P. <[CToomey@lewisroca.com](mailto:CToomey@lewisroca.com)>  
**Subject:** FW: (406277-00455): New Angle LLC v IQAir

Cooley: My client has authorized me to accept service of the Complaint filed by New Angle LLC in New Hampshire Superior Court. I look forward to receiving a copy of the filed Complaint and all related documents. Thanks.

Gary Nelson

Partner

[gnelson@lewisroca.com](mailto:gnelson@lewisroca.com)

D. 626.683.4588

LEWIS  ROCA

---

**From:** Nelson, Gary  
**Sent:** Friday, March 11, 2022 8:51 AM  
**To:** Cooley Arroyo <[arroyoc@cwbpa.com](mailto:arroyoc@cwbpa.com)>  
**Subject:** (406277-00455): New Angle LLC v IQAir

Cooley: I will pass your request on to my client and will discuss the matter with them.

Gary Nelson

Partner

[gnelson@lewisroca.com](mailto:gnelson@lewisroca.com)

D. 626.683.4588

LEWIS  ROCA



---

**From:** Cooley Arroyo <[arroyoc@cwbp.com](mailto:arroyoc@cwbp.com)>  
**Sent:** Friday, March 11, 2022 6:39 AM  
**To:** Nelson, Gary <[GNelson@lewisroca.com](mailto:GNelson@lewisroca.com)>  
**Subject:** RE: New Angle LLC v IQAir

[EXTERNAL]

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Good morning, Gary:

I've received the summons from the court for New Angle's complaint against IQAir. Please let me know by the end of the day if you can accept service on behalf of your client. If not, we will arrange for service by the sheriff.

Best,  
Cooley

Cooley Ann Arroyo, Esquire  
**CLEVELAND, WATERS AND BASS, P.A.**  
Two Capital Plaza, 5<sup>th</sup> Floor  
P.O. Box 1137  
Concord, NH 03302-1137  
Tel: (603) 224-7761 / (800) 370-7761, ext. 1029  
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**From:** Nelson, Gary <[GNelson@lewisroca.com](mailto:GNelson@lewisroca.com)>  
**Sent:** Monday, March 7, 2022 5:09 PM  
**To:** Cooley Arroyo <[arroyoc@cwbp.com](mailto:arroyoc@cwbp.com)>  
**Subject:** RE: New Angle LLC v IQAir

Cooley: I will discuss this matter with my client and get back to you. Thanks.

Gary Nelson

Partner

[gnelson@lewisroca.com](mailto:gnelson@lewisroca.com)

D. 626.683.4588

**LEWIS  ROCA**

---

**From:** Cooley Arroyo <[arroyoc@cwbp.com](mailto:arroyoc@cwbp.com)>

**Sent:** Monday, March 7, 2022 12:49 PM

**To:** Nelson, Gary <[GNelson@lewisroca.com](mailto:GNelson@lewisroca.com)>

**Subject:** New Angle LLC v IQAir

[EXTERNAL]

---

Good afternoon, Gary:

We have filed a complaint against IQAir on behalf of our client, New Angle LLC. This complaint was filed today in New Hampshire's superior court. Will you accept service of the complaint on behalf of IQAir?

I look forward to your reply at your earliest convenience.

Best,  
Cooley

Cooley Ann Arroyo, Esquire  
**CLEVELAND, WATERS AND BASS, P.A.**  
Two Capital Plaza, 5<sup>th</sup> Floor  
P.O. Box 1137  
Concord, NH 03302-1137  
Tel: (603) 224-7761 / (800) 370-7761, ext. 1029  
Fax: (603) 224-6457  
Email: [arroyoc@cwbp.com](mailto:arroyoc@cwbp.com)

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